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SEPARATION OF PANAMA FROM COLOMBIA

REPLY

TO

CERTAIN STATEMENTS CONTAINED IN THE
WORK ENTITLED "HISTORY OF THE
PANAMA CANAL," BY I. E. BENNET,
WASHINGTON, D. C.,

1915.

WASHINGTON
PRESS OF GIBSON BROS.
1916

10/25/34

[From Official Colombian Documents]

REPLY TO CERTAIN STATEMENTS CONTAINED IN
THE WORK ENTITLED "HISTORY OF THE PANAMA
CANAL," BY I. E. BENNET, WASHINGTON, D. C., 1915.

CONCHA MISSION TO THE UNITED STATES, 1902.

On pages 110 and 111 a summary of the course of the negotiations is given which is wholly incomplete and hence inaccurate. The same is true of the documents published on pages 494 and 495 where only the documents with which the negotiations were opened are inserted, omission being made of the documents exchanged during the continuance of these negotiations.

The pamphlet published in Bogotá in 1904 under the title "*The Diplomatic Negotiations of the Panama Canal*" contains all the facts and documents relating to this matter, but unfortunately little attention has been paid to this account, and consequently, not only within the country but without it as well, hardly a day passes without misrepresentations being made on the leading issues of the case.

When the Senate of the United States was discussing in 1903 the Hay-Herrán Treaty, the ex-Minister of Colombia in Washington, Señor Concha, called the attention of Dr. L. C. Rico, Minister of Foreign Affairs, to the importance to Colombia in the subject under discussion the fact that, inasmuch as the United States had accepted by note of the Department of State of April 21, 1902, the conditions of the Memorandum of the Colombian Legation of the 18th of the same month and had furthermore promised to sign the respective Convention by note of July 18th of the same year, such a large number of changes had been proposed by the Secretary of State as to virtually substitute the original project for a totally different one. In the note addressed under date of July 11 by the Legation to the

Minister of Foreign Affairs of Colombia (pages 45 to 47 of the pamphlet) is an enumeration of the changes demanded by Secretary Hay, sixteen in number, some of which, as the note stated, *substantially affected* the original draft.

Bennet's book passes over every step in the negotiations from the April memorandum up to the withdrawal of the Colombian Legation in November until the events are given a different aspect from what they really had. The first statement is to the effect that the attitude of Minister Concha was from the start unfriendly; this is contradicted by the memorandum presented and the notes referring to him. Then the book goes on to say that the Minister offered seven modifications to the proposed treaty, without explaining that these modifications referred to the draft prepared by the Department of State and not to the original draft agreed upon between the parties, and that these modifications accordingly only tended to the maintenance of the April agreement.

The statement of the book to which reference is now being made to the effect that the declaration of the Colombian Minister on the permission to be granted to the Canal Company to transfer its rights to the United States was "a frank intimation that Colombia was endeavoring to demand an *indemnity* as the price of its consent to transfer" loses all force in the light of the explanation given to the Department of State in the Memorandum presented by the Legation under date of November 22, 1902, setting forth the reasons which rendered that special agreement essential (pages 300 to 302 of the Blue Paper).

Neither this memorandum nor the note of the same date were even acknowledged by the State Department, and the fate which befell them is given in the note of the Chargé d'Affaires, Señor Herrán, to the Department of Foreign Affairs of January 22, 1903 (page 336 of the Blue Paper), as follows:

"On November 18, 1902, the *Secretary of State handed the Legation a draft of a treaty*, as final, but as it was explicitly not

termed an *ultimatum* on the 22d of the same month Dr. Concha drafted a reply rejecting many of the stipulations contained in the proposed treaty.

"With this reply, receipt of which was never even acknowledged by the State Department, negotiations were suspended if not broken off.

"In the interim Dr. Concha left the Legation (December 1st) and by virtue of orders communicated telegraphically by Your Excellency under date of November 25th and received by me on the 28th, I endeavored to renew the interrupted negotiations.

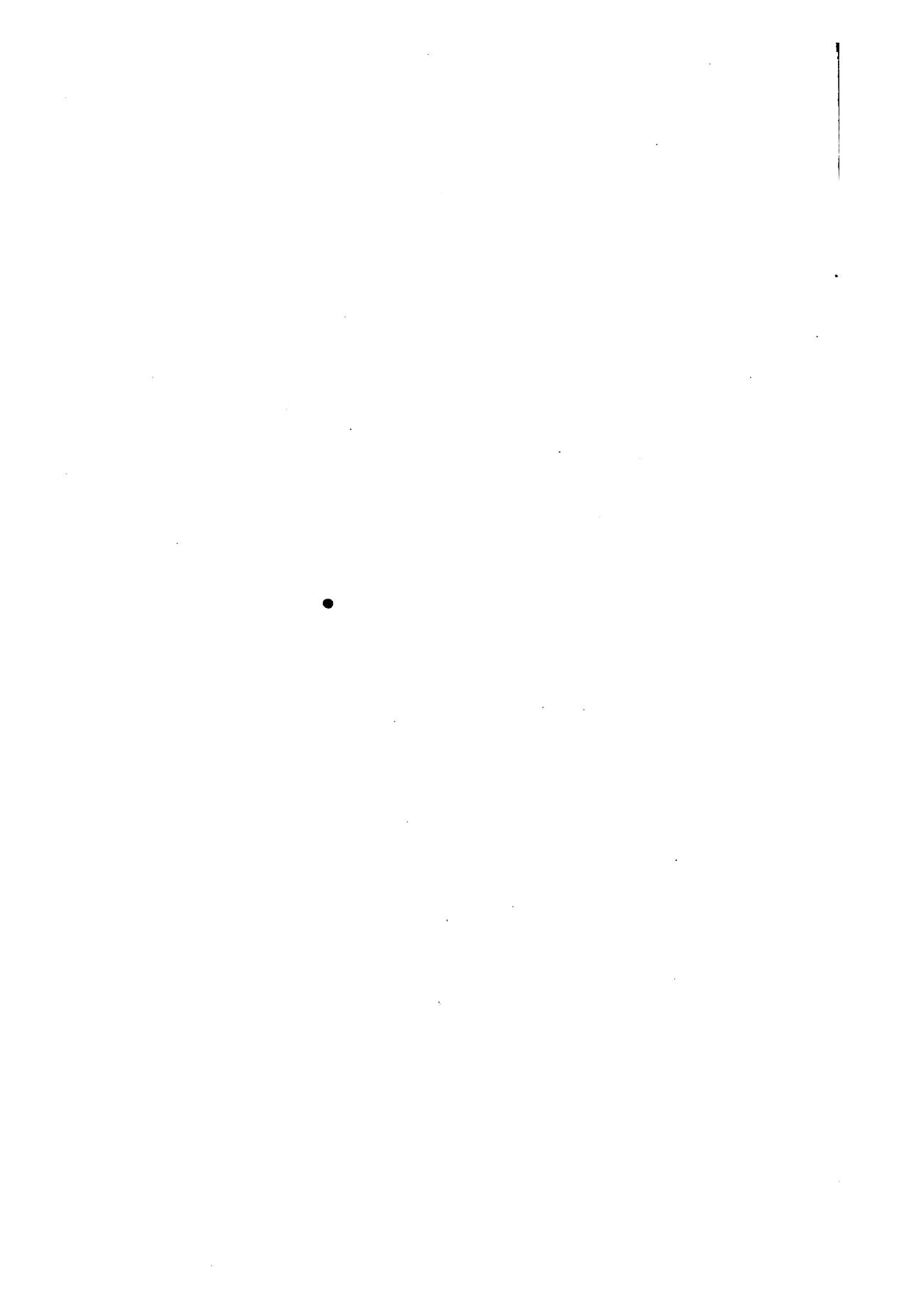
"I was informed by the Secretary of State that the draft of the treaty presented on November 18th embodied the discussions and conversations that had been carried on for the last year and a half, that it *contained every concession* which the United States Government could make to Colombia, that it had the character of an *ultimatum* and that for this reason he had refrained from continuing the discussion invited by Dr. Concha in his reply of the 22d of November."

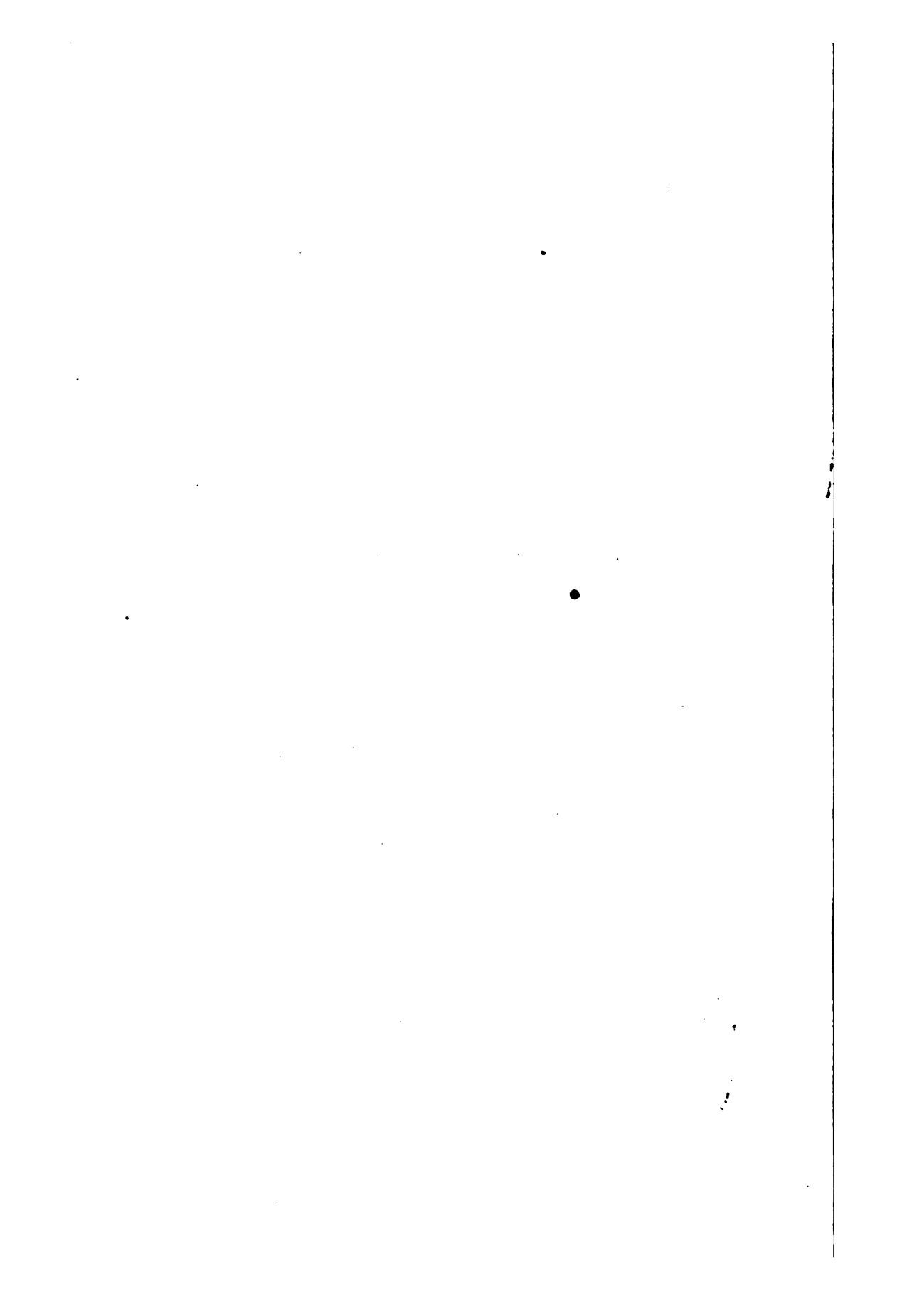
The statement therefore appearing in the second paragraph on page 111 of Bennet's book to the effect that Minister Concha suddenly broke off the negotiations on November 29, 1902, and left Washington without taking leave of the Department of State or explaining the reasons for his departure, is wholly inaccurate.

The party who replies logically to propositions made to him cannot be said to break off negotiations. The party guilty of this breach is the one who does not even acknowledge receipt of the communications of the other party and gives the character of an *ultimatum*, without stating this fact or as it were *ex post facto*, to his projects which he in this way attempted to force upon the other side.

Minister Concha, after waiting a few days in vain for a reply to his note of the 22d, learnt from a reliable source that President Roosevelt had wished that his passports should be issued to

him or his removal be requested, and had even been hinted at in one of the semi-official newspapers of Washington. The only alternative left to Concha was to withdraw or to retract his note: he could not do the latter conscientiously nor did the circumstance allow him any other course than to sign the treaty imperatively dictated by the Government of the United States, a step also out of keeping with his convictions. He had then to withdraw; but as he had not his letter of withdrawal which he had formerly urgently requested, and knowing, besides, that he would not be received by the Secretary of State if he presented himself for any other purpose than to withdraw the note, and that, furthermore, the conference would only have resulted in a break for which Concha did not wish to be held liable, he advised the State Department in the accustomed manner that ill-health prevented his return to Washington and that the affairs of the Legation would be dispatched by Señor Herrán as Chargé d'Affaires *ad interim*, in accordance with the instructions of his government of the 25th of November.





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